

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

IN THE ELKHART CIRCUIT COURT

CAUSE NO. 20C01-0304-PL-00242

STATE OF INDIANA,

 Plaintiff,

v.

MARK SCHOLL,
individually and doing business as,
MARK SCHOLL & SONS CONSTRUCTION,

 Defendant.

FILED
JUL 23 2003
CLERK ELKHART CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. The Defendant, Mark Scholl, individually and doing business as, Mark Scholl & Sons Construction, was served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendant, Mark Scholl, has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant, Mark Scholl, is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Mark Scholl, individually and doing business as, Mark Scholl & Sons Construction, and that the Defendant, his agents, representatives, employees, successors and assigns are

permanently enjoined from engaging in the following conduct in violation of Ind. Code §24-5-11-1 *et seq.* and Ind. Code §24-5-0.5-1 *et seq.*:

a. In the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- 1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- 2) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- 3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- 4) A reasonably detailed description of the proposed home improvements;
- 5) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- 6) The approximate starting and completion date of the home improvements;
- 7) A statement of any contingencies that would materially change the approximate completion date;
- 8) The home improvement contract price; and,

9) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.

b. In the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

c. In the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

d. Representing, expressly or by implication, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Defendant knows or should reasonably know it does not have; and,

e. Representing, expressly or by implication, that Defendant is able to start or complete a home improvement within a stated period of time, or when no time is stated, within a reasonable time, when Defendant knows or should reasonably know he cannot.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendant, Mark Scholl, individually and doing business as, Mark Scholl & Sons Construction, as follows:

a. The contract previously entered into by the Defendant with Michael and Connie Luce ("Luces") is cancelled pursuant to Ind. Code §24-5-0.5-4(d);

b. The Defendant shall pay consumer restitution, pursuant to Ind. Code §24-5-0.5-4(c)(2), for Michael and Connie Luce of Goshen, Indiana, in the amount of Four Thousand Dollars (\$4,000.00), payable to the Office of the Attorney General;

c. The Defendant shall pay the Office of the Attorney General its costs of investigating and prosecuting this action, pursuant to Ind. Code §24-5-0.5-4(c)(3), in the amount of Three Hundred and Twelve Dollars and Fifty Cents (\$312.50);

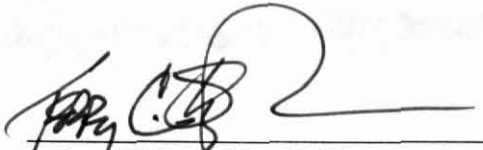
d. The Defendant shall pay civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Two Thousand Dollars (\$2,000.00), payable to the State of Indiana; and,

e. The Defendant shall pay civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Two Thousand Dollars (\$2,000.00), payable to the State of Indiana.

For a total monetary judgment in the amount of Eight Thousand Three Hundred and Twelve Dollars and Fifty Cents (\$8,312.50) in favor of the Plaintiff, State of Indiana, and against the Defendant, Mark Scholl, individually and doing business as, Mark Scholl & Sons Construction.

ALL ORDERED, ADJUDGED AND DECREED on this 23RD day of

July, 2003.


Judge, Elkhart Circuit Court

DISTRIBUTION:

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